



**Singapore Institute of Arbitrators (SI Arb)  
&  
Singapore Shipping Association (SSA)**

**Proudly Present:**

**“SPEED, PERFORMANCE AND SEAWORTHINESS OBLIGATIONS IN TIME CHARTER PARTIES”**

**Date** : Tuesday, 29 April 2008  
**Time** : 6.30 pm to 8.45 pm  
**Venue** : Marina Mandarin Singapore  
6 Raffles Boulevard  
Marina Square  
Singapore 039594  
**Charges** : Students - \$65.00  
SI Arb & SSA Members - \$80.00  
Others - \$100.00

**Programme:**

6.00pm – 6.30pm Registration & Refreshments  
6.30pm – 6.45pm Opening Address by Chairperson  
Mr Chris Metcalf, Solicitor, North of England P & I Association  
6.45pm – 8.30pm “Speed, Performance And Seaworthiness Obligations In Time Charter Parties”  
Mr Chan Leng Sun, Partner, Ang & Partners  
Capt. Lee Fook Choon, Master Mariner & Chartered Arbitrator, Integral Marine Consultants  
8.30pm – 8.45pm Question & Answer Session

**About the Chairman: Mr Chris Metcalf** is employed as a solicitor by the North of England P & I Association in the Association’s Singapore office. Predominantly, Chris works on charter party disputes and other FD & D class matters. Previously, Chris worked for the international law firm, Clyde & Co., where he worked in the firm’s insurance department. Chris spent approximately 4 and a half years at Clydes before joining the Association in January 2006.

**Seaworthiness And The Maintenance Clause**

The duty of seaworthiness is a primary obligation under a contract of carriage by sea. The nature of this duty will be discussed in the contexts of bill of lading contracts, voyage charterparties and time charterparties. In time charterparties, the maintenance clause adds another dimension to the shipowner’s duty. The correlation between these two obligations will also be examined.

**About the Speaker: Mr Chan Leng Sun** is admitted to practice in Malaysia, Singapore and England, having worked in all three jurisdictions. He had also served with the United Nations Compensation Commission in Geneva. He has been a partner at Ang & Partners, Singapore since 1995. He acts as both counsel and arbitrator in commercial and shipping disputes. Leng Sun chairs the ADR Committee of the Singapore Law Society and the Education Committee of the Singapore Institute of Arbitrators (SI Arb). He is a CIAC-SIAC Observer to the UNCITRAL Working Group on Arbitration. He also sits in the Legal Committee of the Singapore Shipping Association (SSA). He previously taught shipping and international business at the NUS Law Faculty and his publications have appeared in leading international journals and the CISG database of Pace Law School. He is the Singapore country commentator for Tetley’s Marine Cargo Claims website.

### Speed And Performance Clauses

The speed and performance clause is very important clause in time charters particularly in the present instance of rising charter rates and surging fuel costs. Time charterers are often placed at the disadvantaged position of having to bear with losses arising from the under achieving performance of the chartered vessel, very often with little prospects of successful recovery against the owners.

Unless amended and modified, the standard time charter clauses in any time charters are not, in the view of the speaker, worded in fairness to the time charterers. There are distinct differences between English and American arbitrations in the way in which they interpret this clause. This talk will attempt to analyse the significant aspects of this clause, the difficulties encountered in drawing up a speed and performance claim, the review of current American and English case laws on speed and performance claims and finally, the proposed amendments to this clause including, but not limited to the arbitration clause.

**About the Speaker: Capt. Lee Fook Choon**, Master Mariner, LLM, FCI Arb, ACII, Chartered Arbitrator, Chartered Insurance Practitioner, a marine loss adjuster and insurance recovery consultant since 1978 and maritime arbitrator since 1994. To date, he has presided over more than 40 arbitration cases in Hong Kong and Singapore either as Sole Arbitrator or as member of a Tribunal. He is a panel arbitrator with the Chartered Institute of Arbitrators, UK, Singapore International Arbitration Centre, Hong Kong International Arbitration Centre, Regional Arbitration Centre (KL) and the China Maritime Arbitration Commission. He is presently the head of Integral Marine Consultants, Singapore; Director of Toplis & Harding (Marine & Recoveries) Ltd, Hong Kong and Consultant to Huazheng Adjusters Co Ltd, Shanghai.

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### REGISTRATION: "SPEED, PERFORMANCE AND SEAWORTHINESS OBLIGATIONS IN TIME CHARTER PARTIES"

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